

Project Name: Harbor Gateway Center, Boeing Realty Corporation
Address of Project Location: 19503 South Normandie Avenue, Los Angeles, CA
Tract, Parcel Map, CPC, etc.: Parcel - Document 1720 in Book 40472, Page 23
Contact Person: Bob Cunningham, Landscape Architect
Address of Contact Person: 33282 Golden Lantern Street, Suite 201
Dana Point, CA 92629
Telephone Number: (714) 661-3998

COVENANT AND AGREEMENT

The undersigned hereby certifies that the Boeing Realty Corporation ("Boeing") is the Owner of the hereinafter legally described real property (the "Property") located in the City of Los Angeles, County of Los Angeles, State of California, described as follows: See attached Legal Description, Exhibit "A."

That in consideration of the approval by the City of Los Angeles' Bureau of Street Maintenance, Street Tree Division of the request by Boeing to allow Boeing to plant and maintain trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the Property in lieu of said Street Tree Division being responsible for such maintenance, the undersigned does hereby promise, covenant, and agree to perform the work as set forth in the attached Maintenance Agreement (Exhibit "B"), which inures to the benefit of the City of Los Angeles (the "City").

The undersigned further agrees to:

1) Provide the City with \$1,000,000 commercial general liability certificate of insurance and to provide annual proof of same. The City shall be named as an additional insured on the insurance policy to the extent of the indemnity obligation in paragraph 2) below. The insurance policy shall provide that the City be notified by registered mail at least 30 days before the effective date of any expiration, cancellation or reduction in coverage. Failure to maintain the herein required insurance or to faithfully perform any other requirement of this Covenant And Agreement shall result in the termination of this Covenant And Agreement by the Street Tree Division.

2) Indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature (collectively, "Claims") for bodily injury and property damage sustained or incurred by the City, the public or any other person within, on, through and/or over said public street easement or right of way of the City by reason of this Covenant And Agreement. The undersigned hereby further

This Covenant And Agreement shall run with the land and shall be binding upon any future owners and encumbrancers of the Property, and their respective successors, heirs and assigns and shall continue in effect until the Street Tree Division of the City approves its termination.

Signature: C. H. Anderson

Date: _____

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY ADJOINING NORMANDIE AVENUE ON THE WEST, DISTANT NORTHERLY 780 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 IN BLOCK 72 OF TRACT 4983, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 80 ET SEQ. OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT 1720 IN BOOK 40472 PAGE 23 OF OFFICIAL RECORDS, OF SAID LOS ANGELES COUNTY; THENCE WESTERLY ALONG THE LINE DESCRIBED IN PARCEL "A" OF SAID DEED RECORDED IN BOOK 40472 PAGE 23, OFFICIAL RECORDS PARALLEL WITH THE NORTH LINE OF SAID LOT 9 AND ITS PROLONGATIONS 1050 FEET; THENCE SOUTH 0° 02' 40" EAST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 780 FEET; THENCE NORTH 89° 59' 31" WEST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 1887.60 FEET TO THE EASTERLY LINE OF WESTERN AVENUE, 80 FEET WIDE, AS SHOWN ON RIGHT-OF-WAY FILED IN BOOK 52 PAGE 47 RECORDS OF SURVEY OF SAID LOS ANGELES COUNTY; THENCE NORTH 0° 22' 04" WEST 1230.35 FEET ALONG SAID EASTERLY LINE OF WESTERN AVENUE TO THE SOUTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL NO. 1 OF THE QUITCLAIM DEED OF HARVEY ALUMINUM, INC., IN BOOK D-586 PAGE 796, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, HAVING A BEARING OF SOUTH 89° 37' 56" WEST, AND A DISTANCE OF 10.00 FEET; THENCE NORTH 89° 37' 56" EAST, 10.00 FEET; THENCE CONTINUING ALONG THE LINE DESCRIBED IN PARCEL NO. 1 OF SAID DEED RECORDED IN BOOK D-586 PAGE 796 OF SAID OFFICIAL RECORDS SOUTH 0° 22' 04" EAST 172.51 FEET; THENCE NORTH 89° 37' 56" EAST, 6.55 FEET; THENCE SOUTH 0° 22' 04" EAST 84.12 FEET; THENCE SOUTH 45° 11' 14" EAST 158.41 FEET; THENCE NORTH 89° 59' 41" EAST 960.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED IN BOOK D-586 PAGE 796; THENCE NORTH 89° 58' 11" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, 33.60 FEET; THENCE ALONG THE EASTERLY LINE OF SAID

PARCEL NO. 2 NORTH 0° 02' 12" WEST 2731.90 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 403.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 15' 34" A DISTANCE OF 276.14 FEET TO A POINT, A RADIAL THROUGH SAID POINT BEARS NORTH 50° 56' 38" WEST, THENCE LEAVING SAID CURVE NORTH 0° 02' 44" WEST 161.13 FEET TO A POINT IN THE SOUTHERLY LINE OF 190TH STREET 66 FEET WIDE, AS SHOWN IN BOOK 52 PAGE 47 RECORD OF SURVEY OF SAID LOS ANGELES COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL NO. 2 OF SAID QUITCLAIM DEED RECORDED IN BOOK D-586 PAGE 796; THENCE ALONG THE SOUTHERLY LINE OF 190TH STREET NORTH 89° 56' 46" EAST 1729.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FIRST-MENTIONED 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE ALONG SAID WESTERLY LINE OF SAID 50-FOOT RIGHT-OF-WAY SOUTH 0° 02' 40" EAST 3232.35 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

MAINTENANCE AGREEMENT

The Boeing Realty Corporation and its successors and assigns shall be responsible for planting the trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the real property described in Exhibit "A" to this Covenant And Agreement and for maintaining such trees and other landscaping in accordance with the following terms and conditions:

TREES:

- The trees must be trimmed one time per year, sprayed, removed and replaced as needed to meet the satisfaction of the Street Tree Division of the City of Los Angeles, the Bureau of Street Maintenance and Board of Public Works.
- All trees must be watered once every twenty (20) days with a minimum of twenty (20) gallons of water per tree in the summer and otherwise in sufficient quantity to maintain proper root moisture.
- All trees must be staked and tied properly at all times.
- All trees should be checked regularly to prevent girdling of the tree trunk.
- All tree well covers/sidewalk must be maintained to coincide with the sidewalk grade with no vertical lips.
- All tree wells must be kept free of weeds and debris.
- The trees must be trimmed within 30 calendar days to reduce the trees' crown 1/3 of its height and size in an effort to increase the trunk and root system stability, and to ensure public safety at all times and as required by the Street Tree Division.
- If any emergency of any kind should occur, such as the tree uprooting or a limb falling onto private property or into the street area it shall be the responsibility of the property owner to eliminate all debris at no cost to the City of Los Angeles. This shall also include all damages or cost of injury if any should occur.

MEDIANS AND PLANTERS:

- All cost of said planting and removal, maintenance and repair of such landscaping and irrigation system located in the median area will be at the property owner's or agent's expense.

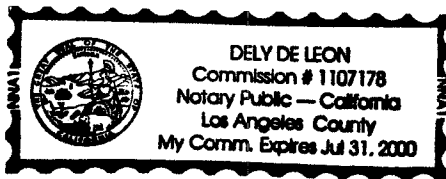
- All weeds and debris will be removed and hauled away as required by the Street Tree Division.
- All sprinklers and the irrigation lines will be maintained as required by the Street Tree Division.
- All dead plants will be removed and replaced as required by the Street Tree Division.
- All vegetation will be trimmed to clear the street and sidewalk at all times as required by the Street Tree Division.
- All vegetation will be trimmed and maintained to a height less than 36" above the street level at all times and as required by the Street Tree Division.
- All vegetation must be watered and fertilized to assure survival of all vegetation.
- All shrubs must be maintained as an individual shrub and be allowed to grow as a solid mat of vegetation.
- Control pests and disease continuously to provide a healthy environment for plants and public.

State of California

County of Los Angeles

On September 9, 1998 before me, Dely De Leon, Notary Public, personally appeared Philip W. Cyburt personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



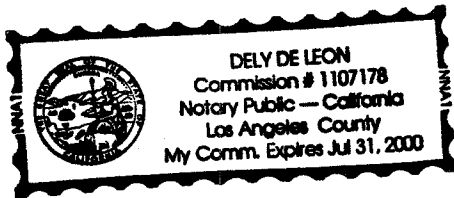
Dely de Leon

Document: Covenant & Agreement - Harbor Gateway Center

State of California

County of Los Angeles

On September 9, 1998 before me, Dely De Leon, Notary Public, personally appeared Stephen J. Barker personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Dely de Leon

Document: Covenant & Agreement - Harbor Gateway Center

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 135 GL (R. 10-91)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO. 2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made
Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

6. ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with a stop loss cap of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim. (which)

7. APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

GENERAL LIABILITY (check one)

☐ COMMERCIAL GENERAL LIABILITY _____

(RETROACTIVE DATE)

☐ COMPREHENSIVE FORM (1973 OCCURRENCE)

9. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ PREMISES/OPERATIONS

☐ UNDERGROUND & COLLAPSE HAZARD

☐ PRODUCTS/COMPLETED OPERATIONS

☐ CONTRACTUAL

☐ INDEPENDENT CONTRACTORS

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. ADDITIONAL INSURED. The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. CONTRIBUTION NOT REQUIRED. The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. SEPARATION OF INSURED. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. CANCELLATION NOTICE. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

BOARD OF PUBLIC WORKS
ROOM 353, CITY HALL
200 NORTH SPRING ST.
LOS ANGELES, CA 90012

17. AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy furnished to the City Attorney)

Telephone: ()

Date Signed 8/



Boeing Realty Corporation
4060 Lakewood Blvd., 6th Floor
Long Beach, CA. 90808-1700
S. Mario Stavale, Senior Project Manager
Direct (562) 627-3014
Fax (562) 627-3109

Fax

To: Dale Neal/Latham & Watkins

From: Mario Stavale

Fax: 213-891-8763

Pages: 9

Phone: 213-485-1234

Date: 9-16-98

Re:

cc:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **For Your Files**

● **Comments:**

Dale:

Attached please find the most recent tree maintenance agreement.

If you have any questions, please call me.

Thank you.

Mario

If copy received incomplete or illegible
please contact Kim Nichols @ (562) 627-3075

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BOEING REALTY CORP (562)6273109

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